

PRESALE PURCHASE AGREEMENT

Last modified March 13, 2017

This Presale Purchase Agreement (“Agreement”) contains the terms and conditions that govern your purchase of Lunyr tokens (“LUN”) during an established presale period (“Presale”) and is an agreement between Lunyr Inc. (“Lunyr”, “we”, “us”, or “our”) and you or the person you represent (“you” or “your”). This Agreement takes effect when you (1) present any indicator of agreement presented with this Agreement or, if earlier, (2) when we receive payment in full pursuant to Section 2 (“Effective Date”).

You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for another person (e.g., the company you work for, another natural person) you represent to us that you have legal authority to bind that person and that person has agreed to this Agreement and has been provided copies of this Agreement and the Policies.

THE RISK DISCLOSURES IN EXHIBIT 1 AND THE POLICIES, INCLUDING THE TERMS OF SERVICE ON THE LUNYR SITE (CURRENTLY AT LUNYR.COM) ARE INCORPORATED INTO THIS AGREEMENT AND ARE PART OF THIS AGREEMENT. IT IS IMPORTANT THAT YOU KNOW THAT THE TERMS OF SERVICE INCLUDE AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER. THE ARBITRATION PROVISION APPLIES TO THIS AGREEMENT. YOU SHOULD READ THE POLICIES AND RISK DISCLOSURES BEFORE AGREEING TO THIS AGREEMENT.

Section 12 contains the definitions of certain capitalized terms used in this Agreement. Though you should read and understand this entire Agreement before agreeing to its terms, you should pay particular attention to those terms written in ALL CAPITAL LETTERS.

1. General

a. *Terms.* You will adhere to all Lunyr rules, regulations and guidance made available to you, including the Policies. You have read and understand this Agreement, Terms of Use, Risk Disclosures, Privacy Policy and other Policies and will regularly check for updates to

these documents on lunyr.com or other channels we make available, and will read any updates. YOU AGREE AND CERTIFY THAT YOU ARE PURCHASING LUN DURING THE PRESALE FOR YOUR OWN PERSONAL USE AND UTILITY, AND TO PARTICIPATE ON THE LUNYR APPLICATION AND NOT FOR INVESTMENT, OR FINANCIAL PURPOSES. YOU AGREE AND CERTIFY THAT LUN IS NOT A SECURITY OR A CRYPTOCURRENCY AND ACKNOWLEDGE THAT LUN MAY LOSE ALL VALUE. LUN is a cryptographic token used on the Lunyr application. If you did not understand any of the concepts identified in the White Paper, this Agreement, Terms of Use, Risk Disclosures, Privacy Policy or other Policies, you have contacted us at support@lunyr.com and we have explained them to your satisfaction.

b. *Support to You.* We will provide you web-based support only, which may include email, web forums, and knowledge base support. We will not provide telephone or live support. Our support email is support@lunyr.com.

2. Purchase and Delivery of LUN.

a. *Purchase.* You agree to purchase and we agree to sell, on the terms set forth in this Agreement, your Resulting Distribution. Your purchase is final. We will not provide any refund of the purchase price under any circumstances, except that if the Presale fails to purchase a minimum number of LUN established by us, then Ether sent by you to purchase LUN may be returned and the purchase and sale will be considered not made. The exact purchase time of all purchases of LUN during the Presale will be calculated and recorded as of the time they are received and processed by us and any Lunyr smart contracts according to the Ethereum Block number.

b. *Delivery Date.* After completion of the Presale, the account with which you used to purchase LUN will be credited with the appropriate number of LUN from the Resulting Distribution.

c. *Delivery Method.* All deliveries from the Resulting Distribution will be made electronically. Deliveries will be made directly to the Ethereum account, address or wallet associated with your LUN purchase.

d. *Third Party Payment Processor.* If you purchase Ether or acquire Ether using a third party payment processor (e.g., ShapeShift, YUNBI, Gatecoin), that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible

for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds due to the use of a third party payment processor. If you purchase LUN or acquire LUN using a third party payment processor, that payment processor is your agent, not ours, for the purpose of the payment and purchase. You, not we, are responsible for ensuring that we actually receive the appropriate amount of Ether. We are not responsible for any loss of funds related to the use of a third party payment processor.

e. *Restriction on LUN Transfers.* We may impose transfer restrictions on LUN, which may be enforced by a Lunyr smart contract.

3. Security and Data Privacy.

a. *Your Security.* You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant Ethereum address or your LUN, and (iii) your username, password and any other login or identifying credentials. In the event that you are no longer in possession of any device connected with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion, and only if we are able, grant access to your account to any person providing additional credentials to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity.

b. *Additional Information.* You will provide to us, immediately upon our request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy. Such information may include a passport, driver's license, utility bill, photographs of you, government identification cards, or sworn statements.

c. *Your Information.* We may use aggregate statistical information about your activity, including your activity on the Lunyr Site or application and logins to various websites, for marketing or any other purpose in our sole discretion. We may use your internet protocol address to verify your purchase of LUN. However, we will not release your personally-identifying information to any third party without your consent, except as not prohibited by law or as set forth in this Agreement, our Privacy Policy or any Policies.

4. Your Responsibilities.

a. *Security and Backup.* You are responsible for properly configuring any software in connection with your access to, or use of, LUN. Lunyr log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other person, except that you may disclose your credentials to your employees, contractors or agents performing work on your behalf. You are responsible for any person's use of your credentials.

b. *End User Violations.* You will be deemed to have taken any action that you permit, assist or facilitate any person to take related to this Agreement. You are responsible for any End User's purchase and use of LUN through you. You will ensure that any End User complies with your obligations in this Agreement and that the terms of your agreement with any End User are consistent with this Agreement.

c. *End User Support.* You are responsible for providing customer service (if any) to any End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

5. Taxes. All fees and charges payable by you are exclusive of applicable taxes and duties, including value-added tax and sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect taxes from you, including your value-added tax identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. You will also provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

6. Term; Termination.

a. *Term.* The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Agreement ("Term").

b. *Termination.* This Agreement will terminate automatically upon the delivery of substantially all of your Resulting Distribution. We may terminate this Agreement in our sole discretion if you breach any term or Policies.

c. *Effect of Termination.* Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you are not entitled to a refund of any amount paid; (iii) you will immediately return or, if instructed by us, destroy all Lunyr Content in your possession or control; and (iv) Sections 2(d), 2(e), 3, 4, 5, 6(c), 7, 8, 9, 10, 11, 12 and 13 and Exhibit 1 will continue to apply in accordance with their terms.

7. Proprietary Rights.

a. *Suggestions.* If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential or proprietary. We and our affiliates will be entitled to use the Suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

b. *Hardware and Software.* Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the LUN in your Resulting Distribution) used by us or our affiliates.

c. *Intellectual Property.* We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent which may be revoked by us.

8. Indemnification.

a. *General.* You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning this Agreement, the Lunyr application or your LUN whether or not the LUN was sold to you under this Agreement. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process, you will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

b. *Process.* We will promptly notify you of any claim subject to Section 8(a), but our failure to promptly notify you will only affect your obligations under Section 8(a) to the extent that our failure prejudices your ability to defend the claim. You may: (i) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (ii) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. Notwithstanding the foregoing, we may also assume control of the defense and settlement of the claim at any time and you will pay the costs of the defense and settlement.

9. Disclaimers. LUN AND THE LUNYR APPLICATION ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING LUN OR THE LUNYR APPLICATION, INCLUDING ANY WARRANTY THAT THE LUN OR THE LUNYR APPLICATION WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE LUN IN YOUR RESULTING DISTRIBUTION.

YOU UNDERSTAND THAT LUN, BLOCKCHAIN TECHNOLOGY, THE ETHEREUM PROTOCOL AND ETHER ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THIS AGREEMENT.

YOU ASSUME ALL RISK OF LOSS RESULTING FROM, CONCERNING OR ASSOCIATED WITH THE RISKS SET FORTH IN THE RISK DISCLOSURE IN EXHIBIT 1.

TRANSACTIONS USING BLOCKCHAIN TECHNOLOGY, SUCH AS THOSE INVOLVING THE PRESALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, BLOCKCHAIN FAILURE OF ANY

KIND, AND USER FAILURE. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, ETHER, LUN, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES.

10. Limitations of Liability. WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (a) YOUR INABILITY TO USE LUN OR THE LUNYR APPLICATION, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THE LUNYR APPLICATION OR THIS AGREEMENT, POWER OUTAGES, MAINTENANCE, DEFECTS, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (c) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO LUN OR THE LUNYR APPLICATION; OR (d) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA, INCLUDING RECORDS, PRIVATE KEY OR OTHER CREDENTIALS, ASSOCIATED WITH ANY LUN, WHETHER OR NOT OBTAINED UNDER THIS AGREEMENT AS PART OF THE RESULTING DISTRIBUTION.

IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE VALUE (IN UNITED STATES DOLLARS AT THE TIME OF THE PRESALE) YOU PAID US IN EXCHANGE FOR LUN UNDER THIS AGREEMENT IN THE PRESALE.

YOU WAIVE YOUR RIGHT TO DEMAND THE RETURN OF ANY ETHER YOU PAID US IN THE PRESALE UNDER ANY CIRCUMSTANCES, INCLUDING A DEMAND FOR SPECIFIC PERFORMANCE.

11. Modifications to the Agreement. We may modify this Agreement, Terms of Use, Privacy Policy and Policies at any time by posting a revised version on the Lunyr Site, other channel we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Lunyr Site and other

channels regularly for modifications. Your continued use of LUN or the Lunyr application after any modification become effective constitutes your acceptance of the modification. We last modified this Agreement on the date listed at the beginning of this Agreement.

12. Miscellaneous.

a. *Confidentiality and Publicity.* You may use Lunyr Confidential Information only in connection with your purchase of LUN and pursuant to the terms of this Agreement. You will not disclose Lunyr Confidential Information during or after the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Lunyr Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your purchase of LUN. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person.

b. *Force Majeure.* We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology, changes in the Ethereum or Lunyr protocols or any other force, event or condition outside of our control.

c. *Independent Contractors.* We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

d. *No Third Party Beneficiaries.* This Agreement does not create any third party beneficiary rights in any person except for any of our affiliates or licensors as provided in this Agreement.

e. *U.S. Government Rights.* If provided to the U.S. Government, LUN is provided as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to software services. If you are purchasing LUN on behalf of the U.S. Government and these

terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your purchase of the LUN. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

f. *Import and Export Compliance.* In connection with this Agreement, you will comply with all applicable import, re-import, export, and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country or individual-specific economic sanctions programs implemented by the Office of Foreign Assets Control. You are solely responsible for compliance related to your use of LUN.

g. *Notice.*

(i) To You: We may provide any notice to you under this Agreement by: (A) posting a notice on the Lunyr Site; or (B) sending an email to the email address then associated with your account. Notices we provide by posting on the Lunyr Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

(ii) To Us: To give us notice under this Agreement, you must contact Lunyr by email to support@lunyr.com. We may update this email address for notices to us by posting a notice on the Lunyr Site or sending an email to you. Notices to us will be effective when received by us.

(iii) Language: All communications and notices to be made or given pursuant to this Agreement must be in the English language.

h. *Assignment.* You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 12(h) will be void. We may assign this Agreement or any of its provisions without your consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

i. *No Waivers.* The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

j. *Reformation and Severability.* If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

k. *Entire Agreement; English Language.* This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 3 contain the parties and their affiliates entire obligation regarding the security, privacy and confidentiality of your personal information. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this Agreement are inconsistent with the terms contained in any Policies, the terms contained in this Agreement will control. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13. Definitions.

“Content” means software (including machine images), data, information, text, audio, video, images or other content.

“End User” means any person that directly or indirectly through another user, purchases LUN on behalf of another person.

"LUN" means the digital tokens used on the Lunyr application.

“Lunyr Confidential Information” means all non-public information disclosed by us, our affiliates, business partners and our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Lunyr Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Lunyr Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown conclusively by documentation to have been independently developed by you without reference to the Lunyr Confidential Information.

“Lunyr Content” means Content we or any of our affiliates make available in connection with this Agreement or on the Lunyr Site to allow access to or purchase of LUN. Lunyr Content does not include LUN.

“Lunyr Site” means lunyr.com and any successor or related site used by us.

“Policies” means the Terms of Use, all guidance and restrictions described in the Lunyr Content and on the Lunyr Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies does not include whitepapers or other marketing materials referenced on the Lunyr Site. In the event of a conflict between any Policy and this Agreement, the terms of this Agreement control.

“Resulting Distribution” means the amount of LUN we distribute to you according to your purchase made during the Presale.

“Suggestions” means all suggested modifications, improvements, additions or subtractions to our business that you provide to us.

“Term” means the term of this Agreement described in Section 6(a).

EXHIBIT 1

Risk Disclosures

1. Risk of Losing Access to LUN Due to Loss of Credentials. Your LUN may be associated with a Lunyr account until they are distributed to you. The Lunyr account can only be accessed with login credentials selected by you. The loss of these credentials will result in the loss of LUN. Best practices dictate that you safely store credentials in one or more backup locations geographically separated from the working location.
2. Risks Associated with the Ethereum Protocol. LUN and the Lunyr application are based on the Ethereum protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the Ethereum protocol may cause the Lunyr application or LUN to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum protocol, may itself lose value in ways similar to LUN, and in other ways. More information about the Ethereum protocol is available at <http://www.ethereum.org>.
3. Risks Associated with Purchaser Credentials. Any person that gains access to or learns of your login credentials or private keys may be able to dispose of your LUN. To minimize this risk, you should guard against unauthorized access to your electronic devices.
4. Risk of Unfavorable Regulatory Action in One or More Jurisdictions. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Lunyr application and LUN could be impacted by one or more regulatory inquiries or actions, including the licensing of or restrictions on the use, sale, or possession of digital tokens like LUN, which could impede, limit or end the development of the Lunyr application.
5. Risk of Alternative, Unofficial Lunyr Application. Following the Presale and the development of the initial version of the Lunyr application, it is possible that alternative applications could be established, which use the same open source code and protocol underlying the Lunyr application. The official Lunyr application may compete with these alternative, unofficial LUN-based applications, which could potentially negatively impact the Lunyr application and LUN, including its value.
6. Risk of Insufficient Interest in the Lunyr Application or Distributed Applications. It is possible that the Lunyr application will not be used by a large number of businesses,

individuals, and other organizations and that there will be limited public interest in the creation and development of distributed applications. Such a lack of interest could negatively impact LUN and the Lunyr application.

7. Risk that the Lunyr Application, as Developed, Will Not Meet the Expectations of Lunyr or You. The Lunyr application is presently under development and may undergo significant changes before release. Any expectations or assumptions regarding the form and functionality of the Lunyr application or LUN (including participant behavior) held by Lunyr or you may not be met upon release, for any number of reasons, including mistaken assumptions or analysis, a change in the design and implementation plans, and execution of the Lunyr application.

8. Risk of Theft and Hacking. Hackers or other groups or organizations or countries may attempt to interfere with the Lunyr application or the availability of LUN in any number of ways, including service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

9. Risk of Security Weaknesses in the LUN Application Core Infrastructure Software. The Lunyr application consists of open source software that is based on open source software. There is a risk that the Lunyr team, or other persons may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Lunyr application interfering with the use of or causing the loss of LUN.

10. Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography. Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptographic tokens and the Lunyr application, which could result in the theft or loss of LUN.

11. Risk of LUN Mining Attacks. As with other decentralized cryptographic tokens and cryptocurrencies, the blockchain used for the Lunyr application is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the Lunyr application, LUN, and expected proper execution and sequencing of Ethereum contract computations. Despite the efforts of the Lunyr team, the risk of known or novel mining attacks exists.

12. Risk of Lack of Adoption or Use of the Lunyr Application. While LUN should not be viewed as an investment, it may have value over time. That value may be limited if the Lunyr application lacks use and adoption. If this becomes the case, there may be few or no markets

following the launch of the application, potentially having an adverse impact on LUN.

13. Risk of an Illiquid Market for LUN. There very well may never be a secondary market for LUN. There are currently no exchanges upon which LUN would trade. If ever exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may therefore be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on LUN.

14. Risk of Uninsured Losses. Unlike bank accounts or accounts at some other financial institutions, funds held using the Lunyr application or Ethereum network are generally uninsured. In the event of any loss, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurer, to offer recourse to you.

15. Risk of Dissolution of the Lunyr Project. It is possible that, due to any number of reasons, including an unfavorable fluctuation in the value of Ether, development issues with the Lunyr application, the failure of business relationships, or competing intellectual property claims, the Lunyr project may no longer be viable as a business or otherwise and may dissolve or fail to launch.

16. Risk of Malfunction in the Lunyr Application. It is possible that the Lunyr application malfunctions in an unfavorable way, including one that results in the loss of LUN.

17. Unanticipated Risks. Cryptographic tokens are a new and untested technology. In addition to the risks discussed, there are risks that the Lunyr team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.